

WESTLAKE LAKE MANAGEMENT ASSOCIATION

Outside Organization Access to Westlake Lake Policy

Effective March 18, 2025

The following policy has been adopted by the Westlake Lake Management Association (“Association”) Executive Committee (EC) and Board:

1. General Purpose of Policy

- A. The Association, through its Executive Committee, is charged with the duty to establish policies and govern the operations and management of the Association’s affairs, including managing and maintaining Westlake Lake (the “Lake”).
- B. The purpose of this policy is to provide clear guidelines for Outside Organizations seeking to access and/or use the Lake for activities. This policy aims to ensure that Lake access and use is managed in a manner that preserves the safety, privacy, and environmental integrity of the Lake, and members’ Lake experience, while also allowing for appropriate use by external groups when such use is in the Association’s best interests. Access by Outside Organizations is permissible only under the terms and conditions specified in this policy. The Association, through the EC, reserves the right to limit, approve, or deny access based on the nature of the request, availability, and potential impact on the Lake and WLMA members.

2. Definition of “Outside Organizations”

For the purposes of this policy, “Outside Organizations” refers to any group, entity, business, or non-member individual not a part of the Association who seeks access to the Lake for events, activities, or services. This includes, but is not limited to, sports teams, commercial enterprises, schools, or charitable organizations.

3. Application Process

Any Outside Organization wishing to access or use the Lake must submit a formal request to the Westlake Lake Management Office at least thirty [30] days in advance of the desired activity. The request must include the following information:

- Name of the organization
- Contact information (email, phone number)
- Description of the planned activity
- Proposed date(s) and times
- Expected number of participants

- Any special equipment or facilities required
- Proof of insurance, if applicable and/or appropriate
- Acknowledgment of responsibility for cleanup, damages, liability, etc., if applicable and/or appropriate

4. Approval Criteria

Requests for Lake access will be reviewed by the EC based on, but not limited to, the following factors:

- Impact on members and residents and their use and enjoyment of the Lake and/or their property
- Compatibility of the activity with the Association's governing documents and Lake preservation
- Safety considerations, including the need for safety personnel
- Environmental impact and protection of Lake resources
- Compliance with local laws and regulations
- Availability of, and/or impact on, Association staff or resources to support the activity
- The scope and nature of the requested activity

The EC reserves the right, at its sole discretion, to approve, modify, or deny any request based on these, and any other, criteria. The Westlake Lake Management Office will notify the applicant of the decision in writing.

5. Fees and Costs

Use of the Lake by Outside Organizations may be subject to a fee and / or reimbursement of any costs to manage access and / or use of the lake (e.g., provide lake patrol services, etc.). All Outside Organizations applying to access and/or use the Lake must pay any fees required by the Association in advance of access and/or use. Payment of Lake fees are to be delivered or made at the Westlake Lake Management Office.

6. Rules and Regulations for Lake Access

Outside organizations granted access to the Lake must comply with all the Association's Rules and Regulations, as promulgated by its governing documents. Outside organizations must also agree to comply with the following rules:

- Unless otherwise approved by the Association, no public or commercial activities are allowed on the lake.
- No activities shall interfere with the enjoyment of the Lake by Association members and/or users.
- All participants must adhere to safety guidelines, including wearing life jackets, maintaining proper conduct, and following boating or water activity regulations where applicable.

- No environmental harm or damage is permitted. This includes actions that could disrupt wildlife, water quality, or shoreline integrity.
- A representative of the organization must remain present for the duration of the event to ensure compliance with these rules.
- The organization is responsible for cleanup of the area and removal of any waste where applicable.
- The Association may impose additional conditions based on the specific activity or event.

7. Insurance Requirements

When applicable, all Outside Organizations must carry sufficient liability insurance to cover any damages or injuries that may occur during their use of the Lake. Proof of insurance must be submitted to the Association prior to the event. The Association shall set the specific insurance coverage required for each Outside Organization applying for Lake use, which will consider the nature of the activity and Outside Organization and potential impacts to the Lake and its members and users. The Association may also require each Outside Organization applying for Lake access to execute additional insured endorsements naming the Association and its management representatives as additional insureds on their insurance policies.

8. Indemnification

The Outside Organization agrees to indemnify and hold harmless the Association, its Executive Committee members, its Board of Directors, and all its representatives and managing agents from any claims, damages, or liabilities resulting from the use of the Lake. All participants of an Outside Organization may be required to sign a participant waiver liability form before using the Lake.

9. Termination or Revocation of Lake Access

The Association reserves the right to terminate or revoke Lake access for any Outside Organization that violates this policy or causes harm to the property or residents. In the event of a violation, the Outside Organization may be held responsible for all costs associated with rectifying any damage or noncompliance.

10. Amendments

This policy may be amended or updated by the Association as necessary.

By signing below, the Outside Organization acknowledges that it has read, understood, and agrees to comply with the terms of this policy.

Signature: _____
 Name: _____
 Date: _____